

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

GEORGIA SOUTHWESTERN	)	
RAILROAD, INC., a Corporation,	)	
	)	
<i>Plaintiff,</i>	)	
	)	
vs.	)	CASE NO. 2:06cv3-B
	)	
AMERICUS C. MITCHELL, JR.,	)	
an Individual,	)	
	)	
<i>Defendant.</i>	)	

**SUPPLEMENTAL REQUEST FOR PRODUCTION**

NOW COMES A. C. MITCHELL, JR., defendant herein, and requests that the plaintiff, GEORGIA SOUTHWESTERN RAILROAD, INC. produce the following documents and things:

1. All appraisals, pro formas, estimates, valuations, correspondence, sale negotiations, memoranda, letters, e-mails, sales contracts, and other documents or things of any kind concerning the negotiations and sale and/or lease of the White Oak Line, by or between the present or any prior owner of the subject rail line and the plaintiff.
2. All appraisals, pro formas, estimates, valuations, correspondence, sale negotiations, memoranda, letters, e-mails, sales contracts, and other documents or things of any kind concerning the computation of the purchase price of the subject rail line as provided for in § 14 (a) of the "Lease and Option to Purchase Agreement."
3. Any correspondence, memoranda, letters, e-mails, sales contracts, and other documents or things of any kind by and between the present or any prior owner of the



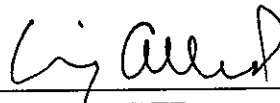
subject rail line in any way touching or concerning maintenance of the subject rail line, including any structures thereon.

4. All appraisals, pro formas, estimates, valuations, correspondence, sale negotiations, memoranda, letters, e-mails, sales contracts, and other documents or things of any kind concerning any capital improvements made to the subject rail line.

5. All appraisals, pro formas, estimates, valuations, correspondence, sale negotiations, memoranda, letters, e-mails, sales contracts, and other documents or things of any kind concerning any "capital credits" granted the plaintiff pursuant to § 14(b)(i) of the "Lease and Option to Purchase Agreement."

6. Any correspondence, memoranda, letters, e-mails, sales contracts, and other documents or things of any kind by and between the present or any prior owner of the subject rail line evidencing plaintiff's exercising of its option to purchase the subject rail line as provided for in § 13 (a) of the "Lease and Option to Purchase Agreement."

7. Any certified mail receipts showing that plaintiff gave notice under § 13 (d) of the "Lease and Option to Purchase Agreement" regarding its intent to exercise its option to purchase the subject rail line.



---

DAVID E. ALLRED

D. CRAIG ALLRED

Attorneys for Above-Named Defendant

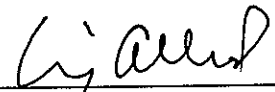
OF COUNSEL:

DAVID E. ALLRED, P.C.  
Post Office Box 241594  
Montgomery, Alabama 36124-1594  
Telephone: (334) 396-9200  
Facsimile: (334) 396-9977  
E-mail: [dallred@allredpclaw.com](mailto:dallred@allredpclaw.com)  
[callred@allredpclaw.com](mailto:callred@allredpclaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the foregoing *Supplemental Request for Production* upon the following counsel of record by placing a copy of same in the United States Mail, first-class postage prepaid, on this the 20<sup>th</sup> day of October, 2006:

Adrian D. Johnson, Esq.  
PARNELL & CRUM, P.A.  
Post Office Box 2189  
Montgomery, Alabama 36102-2189

  
\_\_\_\_\_  
OF COUNSEL